



SITE: Firestone Tire & Rubber  
BREAK: 17.10  
OTHER: V.I.V.I.

2625 Sandy Plains Road  
Suite 201  
Marietta, GA 30066

Phone 770.973.2100  
Fax 770.973.7395  
www.premiercorp-usa.com

July 19, 2004

Mr. Charles L. King, Jr.  
Remedial Project Manager, South Superfund Branch  
USEPA Region IV  
Atlanta Federal Center  
100 Alabama Street, SW  
Atlanta, Georgia 30303-3104

**Subject: Results of Title Search**  
Former Firestone Tire and Rubber Company Site  
Albany, Georgia  
Premier Project 980003

Dear Mr. King:

Premier Environmental has performed a title search on behalf of Bridgestone/Firestone North American Tire, LLC (BFS) to verify if a deed restriction was placed on the property located at 3300 Sylvester Road in Albany, Georgia. Amendment #1 to the Lease Agreement was filed on September 13, 1994 in Book 1421 Page 255 in the office of the Clerk, Superior Court, Dougherty County, Georgia. The enclosed amendment restricts groundwater use and well installation as required by the Record of Decision.

If you have questions or need additional information please contact Jane Johnson (formerly Jane Moore) of BFS at (615) 937-1856 or me at (770) 973-2100.

Sincerely,

*Mary Ann Brookshire*  
Mary Ann Brookshire  
Senior Scientist

*Earl H. Scott Jr.*  
Earl H. Scott, P.G.  
Principal

cc: Jane Johnson – BFS  
Steve Jones – Greenberg Traurig

enclosure



GEORGIA ENVIRONMENTAL PROTECTION DIVISION  
HAZARDOUS SITE INVENTORY  
July 1, 2003

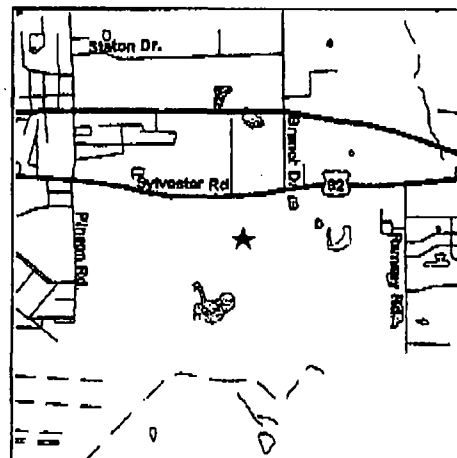
Site Number: 10059  
SITE SUMMARY

SITE NAME: Firestone Tire & Rubber Co. (Albany Plant)-NPL Site

LOCATION: 3300 Sylvester Road  
Albany, Dougherty County, GA 31705

Latitude: 31° 34' 6" N Longitude: 84° 3' 22" W

Parcel ID No. : Map 140, Block 1, Parcel 6



LAST KNOWN PROPERTY OWNER AND MAILING ADDRESS:

Dougherty Co Payroll Auth; c/o James Reynolds  
Perry, Walters & Lippit; P.O. Box 469  
Albany, GA 31702-0469

**REGULATED SUBSTANCES RELEASED, AND THREATS TO HUMAN HEALTH AND ENVIRONMENT POSED BY THE RELEASE:** This site has a known release of Benzene in groundwater at levels exceeding the reportable quantity. No human exposure via drinking water is suspected from this release. The nearest drinking water well is less than 0.5 miles from the area affected by the release. Other substances in groundwater: 1,1-Dichloroethene; 1,1,1-Trichloroethane.

**STATUS OF CLEANUP ACTIVITIES:** Cleanup activities are being conducted for source materials, soil, and groundwater.

**CLEANUP PRIORITY:** The Director has designated this site as Class IV.

**GA EPD DIRECTOR'S DETERMINATION REGARDING CORRECTIVE ACTION:** The Director has determined that this site requires corrective action.

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STATE OF GEORGIA  
COUNTY OF DOUGHERTY

## AGREEMENT TO GRANT EASEMENTS

THIS AGREEMENT TO GRANT EASEMENTS, dated this 22<sup>nd</sup> day of March, 1990, by and among the ALBANY DOUGHERTY PAYROLL DEVELOPMENT AUTHORITY, a body corporate and politic and an instrumentality of the State of Georgia (the "Authority"), COOPER TIRE & RUBBER COMPANY, a Delaware corporation ("Cooper"), and BRIDGESTONE/FIRESTONE, INC., an Ohio corporation ("Bridgestone"), under the following circumstances:

A. The Authority is the owner of certain real property located in Dougherty County, Georgia, which is more particularly described in Exhibit A attached hereto and made a part hereof by reference (the "Property"); and

B. The Authority, as lessor, leased the Property to Bridgestone, as lessee, pursuant to that certain Lease Agreement, dated as of November 1, 1967, as amended by that certain Amendment No. 1 to Lease Agreement, dated April 8, 1986 (collectively, the "Bridgestone Lease Agreement"); and

C. In accordance with the terms of that certain Real Estate Sale and Purchase Agreement, dated as of October 25, 1989, as amended (such agreement as amended, hereinafter the "Agreement"), between Bridgestone and Cooper, Bridgestone and the Authority have terminated the Bridgestone Lease Agreement and the Authority, as lessor, has leased the Property to Cooper, as lessee, pursuant to a Lease Agreement, dated the date hereof; and

D. Cooper and Bridgestone acknowledge that the soil, ground water and aquifers of the Property have been contaminated and that the Property has been placed on the National Priorities List (the "NPL") and that Bridgestone, pursuant to Section 4 of the Purchase Agreement, has agreed at its sole cost, to take certain actions to effectuate the removal of the Property from the NPL as more fully set forth in the Purchase Agreement (such actions, as more fully set forth in the Purchase Agreement, shall hereinafter be referred to as the "Program"); and

E. The Authority and Cooper, on the terms and conditions set forth herein, desire to grant to Bridgestone certain easements over, across, beneath and upon the Property in order to permit Bridgestone to implement and complete the Program.

FILED  
90 MAR 22 AM 10:26  
ALBANY TITLE COMPANY  
CLERK OF COURT

BOOK 1041 PAGE 198

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Subject to the provisions of Paragraph 2 below, the Authority and Cooper shall provide Bridgestone and its contractors with reasonable access to the Property to accomplish such environmental clean-up, testing and monitoring as may be necessary to remedy the contamination and Bridgestone or its contractors may enter upon the Property to install, inspect, maintain and operate such equipment and conduct such sampling, drilling and other activities as Bridgestone deems reasonably appropriate to accomplish such clean-up, testing or monitoring. Neither the Authority nor Cooper shall receive any compensation from Bridgestone for such access.

2. Promptly after receipt of a written request from Bridgestone for an easement pursuant to this Agreement, the Authority and Cooper shall grant to Bridgestone such easements and licenses as may be reasonably needed from time to time to (a) efficiently and economically construct, install, operate, maintain, repair, inspect any buildings, machinery and well sampling equipment, pipe lines or other structures of any kind over, across, beneath or upon the Property in order to implement and complete the Program, (b) enter upon the Property to accomplish environmental, clean-up, testing or monitoring as may be necessary to remedy contamination, and (c) conduct such sampling, drilling or other activities as Bridgestone deems reasonably appropriate to accomplish such clean-up, testing and monitoring. The Authority and Cooper hereby covenant and agree that they will execute such documents as may be reasonably needed to evidence such easements to be granted to Bridgestone without charge to Bridgestone; provided that they are in substance consistent with this Agreement and in form satisfactory to Cooper and the Authority. The cost of executing and any necessary filing of such easements shall be paid by Cooper. Bridgestone hereby covenants and agrees that it shall not unreasonably interfere with the Authority's or Cooper's utilization of the Property when conducting the Program and exercising its rights under any such easements and Bridgestone and Cooper agree that the location, extent and duration of any such easement is subject to approval by Cooper.

3. Upon completion of Bridgestone's compliance and remediation programs to the satisfaction of local, county, state and federal environmental authorities in accordance with Section 4 of the Purchase Agreement, and without additional consideration, Bridgestone's rights hereunder shall automatically terminate and Bridgestone shall convey to the Authority and Cooper all of Bridgestone's right, title and interest in and to the easements granted pursuant to this Agreement and execute any requested instruments to cancel such easements.

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4. The covenants and agreements herein contained and the rights herein created shall be deemed to run with the land and shall be binding on, inure to the benefit of and be enforceable in actions at law or in equity against the Authority and Cooper and their respective successors in title to or in any interest in the Property; provided, however, the obligations of the Authority and Cooper to grant the easements hereunder shall be binding upon the Authority and Cooper only so long as the Authority or Cooper, respectively, own an interest in the Property, so that only the successors in title to the Authority and Cooper, respectively (but not the Authority or Cooper individually), shall be bound hereby. The Authority and Cooper hereby agree to insert during the term of the Program in any deed, lease or other instrument conveying all or a part of the Property, provisions acknowledging and agreeing to Bridgestone's right to obtain easements as provided herein.

5. Notwithstanding the provisions hereof, Cooper warrants and covenants that until such time as the Property is removed from the NPL:

(i) Cooper will install only above-ground storage tanks for all manufacturing operations upon the Property and that all such tanks will be installed in accordance with the applicable environmental regulations pertaining thereto;

(ii) Cooper shall install such above-ground tanks upon the Property at location(s) where Bridgestone can monitor and distinguish potential future releases of Contaminants (as defined in the Agreement) of Cooper from past releases of Contaminants of Bridgestone. Both parties commit to the other to act reasonably and in good faith in selecting such location(s);

(iii) Cooper shall not use trichloroethane, trichloroethane (trichloroethylene), dichloroethane, dichloroethylene, methylene chloride and perchloroethylene upon the Property without the express written permission of Bridgestone and such permission shall not be unreasonably withheld; and

(iv) In the event of any release, Cooper shall notify Bridgestone's designated representative in writing simultaneously with the notice given to the applicable environmental agency having jurisdiction of the Property.

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IN WITNESS WHEREOF, the Authority, Cooper and Bridgestone have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed, all as of the date first above written.

[CORPORATE SEAL]

ATTEST:

By:

Secretary

As to, Albany Dougherty Payroll Development Authority, signed, sealed and delivered this day of March, 1990, in the presence of:

Janey Reynolds  
Witness

Mary Anne Turner  
Notary Public

My commission expires: My Commission Expires July 15, 1990.  
(date)

[NOTARIAL SEAL]

ALBANY DOUGHERTY PAYROLL  
DEVELOPMENT AUTHORITY

By:

Title:

Chairman

BOOK 1041 PAGE 201

[CORPORATE SEAL]

COOPER TIRE &amp; RUBBER COMPANY

ATTEST:

By: William T. LippardTitle: PresidentBy: W. C. KeimanTitle: SecretaryBy: William S. KeimanTitle: Vice President

As to Cooper Tire & Rubber  
Company, signed, sealed and  
delivered this \_\_\_ day of  
March, 1990, in the presence  
of:

Witness

Notary Public

My commission expires: 6-2-91  
(date)

[NOTARIAL SEAL]

BOOK 1041 PAGE 202



(CORPORATE SEAL)

ATTEST:

By: D.A. Thomas  
D.A. Thomas, Assistant  
Secretary

BRIDGESTONE/FIRESTONE, INC.

By:

J. R. Anderson  
J.R. Anderson, Vice Chairman

7168

As to Bridgestone/Firestone,  
Inc., signed, sealed and  
delivered this 22nd day  
of March, 1990, in the  
presence of:

Heidi L. Gay  
Witness

Notary Public

MARY BETH PACSI, Notary Public  
State of Ohio

My commission expires: My commission expires Feb. 23, 1991  
(date)

(NOTARIAL SEAL)



EXHIBIT A

BOOK 1041 PAGE 203

All that certain tract or parcel of land situate lying and being a part of Land Lot numbers 113, 114 and 115 of the First Land District of Dougherty County, Georgia, and being more particularly described as follows: Begin at the intersection of the south right-of-way (R/W) of Georgia Route 50 and 520, U.S. Route 82 (245' R/W) and the west line of Land Lot 115 and go in an easterly direction along the south R/W of said U.S. Route 82 along the arc of a curve concave northerly having an arc length of 321.96', a radius of 5899.58', a chord bearing of S 89 degrees 35' 40" E for a chord distance of 321.92'; go thence N 89 degrees 00' 32" E along the south R/W of U.S. Route 82 a distance of 1319.09'; continue thence in a northeasterly direction along the south R/W of U.S. Route 82 along the arc of a curve to the left having an arc length of 999.54', a radius of 7809.44', a chord bearing of N 85 degrees 20' 32" E for a chord distance of 998.85'; go thence N 81 degrees 40' 32" E along the south R/W of U.S. Route 82 a distance of 506.17' to the west R/W of Branch Road (80' R/W); go thence S 0 degrees 36' 58" E along the west R/W of Branch Road a distance of 350.00'; go thence N 81 degrees 40' 32" E a distance of 36.83' to the east line of Land Lot 115; go thence S 0 degrees 36' 58" E along the east line of Land Lots 115 and 114 a distance of 476.24' to the north R/W of the Seaboard Coastline Railroad; go thence S 89 degrees 23' 02" W along the north line of the Seaboard Coastline Railroad a distance of 100.00'; go thence S 0 degrees 36' 58" E along the west R/W of the Seaboard Coastline Railroad (100' R/W) a distance of 3007.57' to a point on the north line of Land Lot 113; continue thence S 0 degrees 36' 58" E along the west R/W of the Seaboard Coastline Railroad a distance of 165.47'; go thence S 1 degree 13' 09" E along the west R/W of the Seaboard Coastline Railroad a distance of 61.57'; go thence in a southeasterly direction along the arc of a curve to the left having an arc length of 420.28', a radius of 1005.77', a chord bearing of S 14 degrees 23' 11" E for a chord distance of 417.22' to the east line of Land Lot 113; go thence S 0 degrees 36' 58" E along the east line of Land Lot 113 a distance of 360.65' to the north R/W of the Seaboard Coastline Railroad Mainline; go thence N 85 degrees 15' 30" W along the north R/W of the Seaboard Coastline Railroad Mainline a distance of 3193.55'; go thence N 0 degrees 21' 54" W a distance of 689.82' to the south line of Land Lot 114; go thence S 89 degrees 17' 33" W along the south line of Land Lot 114 a distance of 15.00' to the southwest corner of Land Lot 114; go thence N 0 degrees 21' 54" W along the west line of Land Lots 114 and 115 a distance of 3693.59' to the south R/W of Georgia Routes 50 and 520, U.S. Route 82 and the point of beginning. Said tract contains 324.665 acres; and

All right, title and interest of the Albany Dougherty Payroll Development Authority in and to all land subject to the following easements, rights-of-way and conveyances:

-continued-

BOOK 1041 PAGE 204

Exhibit A  
-continued-

1. Easement to Georgia Power Company, dated August 5, 1969, recorded in Deed Book 409, page 540, Dougherty County Land Records.
2. Right of way deed to Seaboard Coastline Railroad Company, dated August 5, 1969, recorded in Deed Book 409, page 546, aforesaid records.
3. Gas line easement to City of Albany, dated August 5, 1969, recorded in Deed Book 410, page 212, aforesaid records.
4. Deed to Commissioners of Roads and Revenues of Dougherty County, dated March 15, 1971, recorded in Deed Book 444, page 301, aforesaid records.
6. Deed to State Highway Department of Georgia, dated March 15, 1971, recorded in Deed Book 446, page 331, aforesaid records.

Said tract being the same property conveyed by Warranty Deeds from Ann C. Thompson to Albany-Dougherty Payroll Development Authority dated September 11, 1967, of record in Deed Book 372, page 117, and First State Bank and Trust Company, Executor under Will of Ray Y. Cross, deceased, dated September 11, 1967, of record in Deed Book 372, page 119, and Winifred Chandler Harwell and Paul L. Harwell to Albany Dougherty Payroll Development Authority, dated September 11, 1967, of record in Deed Book 372, page 114, all in the Office of the Clerk of Superior Court of Dougherty County, Georgia.

RECORDED  
DATE:

March 22, 1990

*Frances Gable*, CLERK

FILED

24 SEP 13 AM 9:49  
H. GABLE  
DOUGHERTY COUNTY  
CLERK OF COURTPLEASE RETURN TO  
PERRY, WALTERS & LIPPITT  
P.O. BOX 488, ALBANY 31708  
(912) 432-7438 TFC

Book 1421 Page 255

## AMENDMENT #1 TO LEASE AGREEMENT

This Amendment #1 ("Amendment #1") is made to the LEASE AGREEMENT ("Agreement") entered into as of March 22, 1990, by and between the ALBANY DOUGHERTY PAYROLL DEVELOPMENT AUTHORITY ("Authority"), and COOPER TIRE & RUBBER COMPANY ("Company").

Whereas, the Authority has entered into a consent decree with the United States of America and Bridgestone/Firestone, Inc. ("Consent Decree") whereby the Authority is obligated to provide access to the Site and to amend the Agreement between the Authority and the Company, the parties agree as follows:

Unless otherwise defined herein, all defined terms have the same meaning as in the Agreement.

1. The Company shall not use groundwater from the Residuum, Transition Zone and Upper Ocala aquifers in such a way as to result in human ingestion or dermal contact;
2. The Company shall not install any on-site groundwater extraction well which will diminish the effectiveness of any groundwater extraction well used for purposes of CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended) response actions at the Site (Site means Project Site as that term is defined in the Agreement); and
3. (a) The Company shall notify the Authority of the design and location of any proposed well to be installed at the Site not later than ninety (90) days prior to the proposed installation. The design and location of the wells shall be subject to United States Environmental Protection Agency ("EPA") review and approval.  
  
(b) Not less than thirty (30) days after receipt of notification from the Company of proposed well installation, the Authority shall notify EPA of the design and location of any proposed wells to be installed by the Company.
4. The well use restrictions identified in this Amendment #1 shall terminate upon notification by EPA of the Certification of Completion of the Work pursuant to Paragraph 51 of the Consent Decree.
5. In accordance with Section 9.11 of the Agreement, this Amendment #1 shall be recorded in the office of the Clerk, Superior Court, Dougherty County, Georgia, or in such other office as may be at the time provided by law as the proper place for such recordation.

1421 256

AMENDMENT #1 TO LEASE AGREEMENT  
Page 2 of 4

6. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Authority and the Company have caused this Amendment #1 to be executed in their respective names and their respective seals to be affixed hereto and attested by their authorized officers, all as of August 25, 1994.

ALBANY DOUGHERTY PAYROLL  
DEVELOPMENT AUTHORITYBy: *Sil Smith*Title: *Chm.*

(CORPORATE SEAL)

ATTEST:

By: *[Signature]*

As to Albany Dougherty Payroll  
Development Authority, signed,  
sealed and delivered this  
day of August, 1994,  
in the presence of:

*[Signature]*  
Witness:*[Signature]*  
Notary PublicMy commission expires: My Commission Expires March 11, 1998  
(date)

[NOTARIAL]

RECEIVED 1421 257

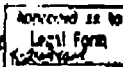
AMENDMENT #1 TO LEASE AGREEMENT  
Page 3 of 4

[CORPORATE SEAL]

WITNESSES:

By: Mr. C. KarmawTitle: Secretary

COOPER TIRE &amp; RUBBER COMPANY

By: J. D. JemhardtTitle: EXECUTIVE VICE PRESIDENTBy: Julia A. FintTitle: Vice President

As to Cooper Tire & Rubber  
Company, signed, sealed and  
delivered this 35<sup>th</sup> day of  
August, 1994, in the  
presence of:

Susan M. DeVore  
Witness

Susan E. Hamilton (nee Lee)  
Notary Public

My commission expires

SUSAN E. HAMILTON  
Notary Public, State of Ohio  
My Commission Expires 01-26-96  
(date)

[NOTARIAL SEAL]

BOOK 1421 PAGE 258

AMENDMENT #1 TO LEASE AGREEMENT  
Page 4 of 4

[CORPORATE SEAL]

ATTEST:

By: Alan C. Korman  
Title: SecretaryAs to Alga Investments  
Company, signed, sealed and  
delivered this 11th day of  
August, 1994, in the  
presence of:Susan M. Redman  
WitnessSusan E. Hamilton (nee Lee)  
Notary Public

My Commission expires

SUSAN E. HAMILTON  
Notary Public, State of Ohio  
My Commission Expires 03-26-96  
(date)

[NOTARIAL SEAL]

RECORDED

9-14-94

Deborah E. Goble CLERK

ALGA INVESTMENTS COMPANY

APPROVED AS TO  
LEGAL FORM  
6/27/94By: John C. F...Title: ...By: ...Title: ...